

JPA File No.: 05-139  
AG Contract No.: KR06-0362TRN  
Project No.: 25 MO 245  
Project: Traffic Signal  
Section: SR 95 at Clubhouse Drive  
**TRACS No.: HX179 01D / 01C**  
**Budget Source Item No.: 71207**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF BULLHEAD CITY

**THIS AGREEMENT** is entered into this date July 20, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

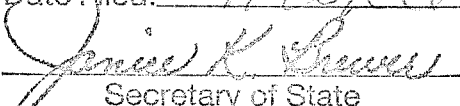
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The parties hereby agree to and acknowledge the following conditions **a)** The estimated monetary amounts referenced in this Agreement are subject to possible substantial change before project completion; **b)** The parties shall perform their responsibilities consistent with this Agreement; and **c)** Any change or modification to the Project will only occur with the mutual written consent of the parties.

4. The State and the City agree to participate in the design, construction and maintenance of a Traffic Signal at the intersection of State Route (SR) 95 at Clubhouse Drive, hereinafter referred to as the "Project" with the total cost currently estimated at \$309,000.00. The State will design and construct the Project and pay two-thirds of the signal and intersection costs and will provide maintenance for the signal and electrical facility. The City will pay all of the emergency pre-emption costs and one-third of the construction costs for the signal and intersection improvements and provide electrical power service for operation.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 28338  
Filed with the Secretary of State  
Date Filed: 7/20/06  
  
Secretary of State

By: 

## **II. SCOPE OF WORK**

### **1. The State shall:**

a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the City as appropriate.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

c. Upon bid advertisement of this Agreement, be responsible for 2/3 of the actual costs of the signal and intersection improvements (excluding emergency pre-emption costs).

d. Upon bid advertisement of this Agreement, invoice the City for an estimated amount of \$6,000.00 for the emergency pre-emptive equipment, plus \$103,000.00 for their cost of the Project.

e. Upon project closeout, invoice or reimburse the City for 1/3 of any differences from the actual cost to the estimated \$309,000.00.

f. Upon completion of the Project perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and has been satisfactorily completed.

g. Upon completion of the Project be responsible to maintain the signal and appurtenances.

h. Upon completion of the Project not be responsible to maintain the pre-emptive equipment.

### **2. The City shall:**

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by a change in the Project's Scope of Work, such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City.

c. Upon completion, approval and acceptance of the Project and on behalf of the parties herein, provide and pay for electrical energy to operate the signal, at the City's expense.

d. Upon bid advertisement of this Agreement and receipt of an invoice from the State, remit to the State an estimated amount of \$6,000.00, for 100% of the installation of the emergency pre-emptive equipment.

e. Upon bid advertisement of this Agreement, and within thirty-days (30) upon receipt of an invoice from the State, remit to the State an estimated amount of \$103,000.00, for 1/3 of the actual cost of the signal and required intersection improvements.

f. Upon project closeout and invoice from the State, the City shall provide 1/3 or any additional amounts due toward the actual cost of the signal less the emergency pre-emption costs.

g. Grant the State right-of-entry to access the signal and electrical appurtenances and intersection pavement markings.

h. Upon execution of this Agreement, provide proper and perpetual maintenance for the emergency pre-emptive equipment.

i. Upon execution of this Agreement, not be responsible for the maintenance of the signal and appurtenances.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance, provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses liability, costs, or expenses including reasonable attorney's fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

City of Bullhead City  
Attn: Public Works Director  
1255 Marina Blvd  
Bullhead City, Arizona 86442-5733  
Phone (928) 763-9400  
Fax (928) 763-4417

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF BULLHEAD CITY**

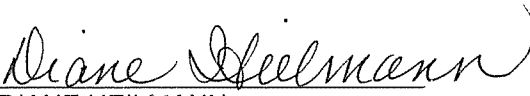
**STATE OF ARIZONA**

Department of Transportation

By   
DIANE VICK  
Mayor

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

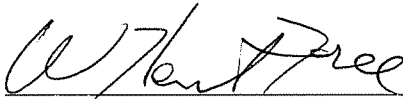
By   
DIANE HEILMANN  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF BULLHEAD CITY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20<sup>th</sup> day of June, 2006.

A handwritten signature in black ink, appearing to read "W. Kent Free", is written over a horizontal line.

City Attorney

**RESOLUTION NO. 2006R-036**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING THE "INTERGOVERNMENTAL AGREEMENT JPA 05-139" BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT ALLOWING BULLHEAD CITY TO PARTICIPATE IN THE INSTALLATION OF A TRAFFIC SIGNAL AT STATE ROUTE 95 AND CLUBHOUSE DRIVE**


**WHEREAS**, the Arizona Department of Transportation and the City of Bullhead desire to enhance safe travel at the intersection of State Route 95 and Clubhouse Drive and analysis has found installation of a traffic signals and intersection improvements is warranted and will be installed on the State Route 95 in the next twelve months and traffic, and

**WHEREAS**, the Bullhead City Council approved the "Intergovernmental Agreement JPA 05-139" with the Arizona Department of Transportation for installation of the signal and improvements, and

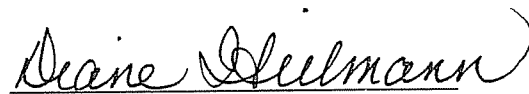
**WHEREAS**, it is in the direct and best overall interests of the residents of the City to enter into an intergovernmental agreement with Arizona Department of Transportation for the purpose set forth hereinabove; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bullhead that the above-described traffic signal are hereby approved and adopted as an amendment to the public document entitled "Intergovernmental Agreement JPA 05-139".

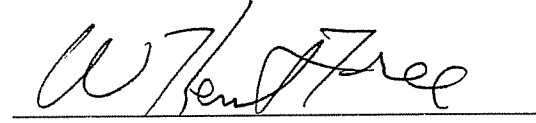
**PASSED AND ADOPTED** by the Mayor and City Council of the City of Bullhead, Arizona, this 20<sup>th</sup> day of June, 2005.


  
Diane Vick, Mayor

**ATTEST:**

  
Diane Heilmann, City Clerk

**APPROVED AS TO FORM:**

  
W. Kent Foree, City Attorney

<p><b>TERRY GODDARD</b> Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p><b>CIVIL DIVISION</b> <b>TRANSPORTATION SECTION</b> Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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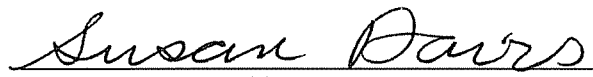
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0362TRN (**JPA 05-139**), an Agreement between public agencies, i.e., The State of Arizona and The City of Bullhead City, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 13, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:969550  
Attachment